

**TENTATIVELY AGREED**  
**ARTICLE XX – WORKPLACE ACCOMMODATION**

The Parties tentatively agree to include the following Article in a collective agreement. It is understood that final agreement is subject to ratification of the Parties' respective principals following tentative agreement on all matters. Article numbering, including any Article cross-referencing, is subject to change following agreement on all matters. The Parties reserve the right to amend or withdraw any proposal herein prior to reaching a complete tentative agreement with CUPE, or to correct an error or omission.

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**XX.01**

- (a) In accordance with the Ontario Human Rights Code (the "Code"), the University's Policy on Workplace Accommodation, and the University's Return to Work Program, the Parties acknowledge their respective obligations to fulfill the duty to accommodate based on all human rights grounds as referenced in Article XX.04(c) (Human Rights in Employment: No Discrimination or Harassment), including disability.
- (b) In such cases a workplace accommodation plan will be developed in consultation between the Supervisor and the Employee requiring workplace accommodation. The Union and the Employees will cooperate in the arrangement of such accommodation.
- (c) The Union will be informed of the name and job title of any Employee for whom a formal accommodation plan has been developed.
- (d) The Parties recognize the importance of confidentiality and agree that an Employee's information related to their workplace accommodation plan will be discussed, disseminated or otherwise shared by each of them on a need to know basis.

**XX.02**

No Employee will be asked to provide a medical diagnosis at the outset of a request for medical accommodation or sick leave. In the event a medical diagnosis will assist the accommodation and/or return to work processes, Employee Health & Well-being Services will obtain an Employee's consent to obtain such information.

**XX.03**

In fulfilling its duty to accommodate, pursuant to the Ontario Human Rights Code, the Employer has a responsibility to make every reasonable effort to provide, at the appropriate time, suitable modified or alternate employment to Employees who are temporarily or permanently unable to return to their

regular duties, as a result of an occupational or non-occupational injury or illness. Dependent on the circumstances, this may include the modification of duties, assignments, or workspace in keeping with the Employee's medical requirements, providing that such accommodation does not create undue hardship to the Employer.

**XX.04** An Employee may invite a Union Representative to join them at a Return to Work meeting, if one is scheduled. In such case, the Employee will so advise their Supervisor in advance of the meeting.

At the outset of facilitating an Employees' return to work, the Employee will be notified of the option for Union representation and provided the Union's contact information as follows:

CUPE Local 3906,  
Kenneth Taylor Hall Room B111, McMaster University  
1280 Main Street West, Hamilton, ON L8S 4M4  
Phone: 905-525-9140 x 24003  
Email: [staff@cupe3906.org](mailto:staff@cupe3906.org)  
Website: <http://cupe3906.org>

**XX.05** If the Employer requests the Employee to attend an independent medical examination ("IME") by a selected health professional, the cost of such examination shall be paid by the Employer.

**XX.06 EFAP Representative**

The Parties recognize that Employees may sometimes need to discuss matters such as substance abuse and may feel more comfortable doing so with a peer. They may also need to learn about specialized resources in the community for assistance and treatment.

For these reasons, the Parties agree to recognize that the role of the EFAP Representative in the workplace, for Employees covered by this Collective Agreement, will be served by a CUPE Local 3906 representative and selected by the Union. The EFAP Representative will meet with an Employee outside of both of their employment duties to discuss problems and refer them to the appropriate agency when necessary.

**XX.07** The Employer shall not charge a processing fee to the Employee related to workplace accommodation.

**For the Union:**

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Mitchell Lupa President, CUPE Local 3906	Date
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Caleb Smolenaars Lead Steward, CUPE Local 3906	Date
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**For the University:**

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Maggie Pooran Lead Spokesperson, Executive Director, Health, Safety, Wellbeing & Labour Relations	Date
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Chris Eley Acting Director, Housing & Conference Services & Chair, University Bargaining Team	Date
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